

**NATIONAL CENTER FOR STATE COURTS**

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**AZERBAIJAN LEGAL DATABASE (ALPI) PROJECT**

**THIRD QUARTERLY REPORT  
JANUARY – MARCH 2005**

**Submitted 14 April 2005**

**by**

**Charles Shapiro, Chief of Party**

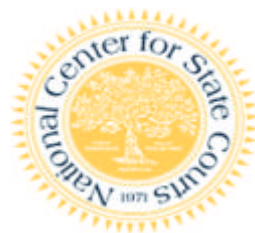
**USAID/Caucasus/Tbilisi**

**Contract Number**

**AEP-I-00-00-00011-00  
IQC Task Order No. 810**



**USAID**  
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# **THIRD QUARTERLY REPORT**

## **AZERBAIJAN LEGAL DATABASE (ALPI) PROJECT**

### **JANUARY – MARCH 2005**

## **INTRODUCTION**

The United States Agency for International Development (USAID), in the summer of 2003, funded a study to assess the feasibility of having the Government of Azerbaijan (GoAZ) implement and sustain a database containing the country's framework legal documents. Based on the favorable findings in the 2003 assessment, USAID funded the Azerbaijan Legal Database (ALPI) Project, with the National Center for State Courts (NCSC) as the contractor.

The long-term objective of the ALPI Project is to develop within the GoAZ the institutional capacity to make the country's framework legal documents readily available and easily accessible over the Internet and on CD-ROMs. Having an "official" database that contains a complete, accurate and timely collection of Azerbaijan's framework documents is critical to achieving transparency, one of the key benchmarks for a country operating under the rule of law. The designated GoAZ counterpart agencies for the ALPI Project are the Ministry of Justice (MoJ), the country's official repository of its framework legal documents, and to a lesser degree, the Office of the President.

The ALPI Project began in mid-June 2004. By late June 2004, NCSC had established an office in Baku. The Project's first two quarterly reports covered, respectively, the period from start-up through 30 September 2004, and from 1 October through 31 December 2004. This is the third quarterly report, and covers the period from 1 January 2005 to 31 March 2005. It contains the following three sections: Overview; Major Activities; and Obstacles.

## **OVERVIEW**

The purpose of this "Overview" section is to provide a context to better understand the nature and scope of the ALPI Project, and the activities undertaken by NCSC to date and, more specifically, during the first quarter of calendar year 2005, the period covered by this third quarterly report.

Under the current Constitution of Azerbaijan, adopted in November 1995, Azerbaijan's legal system is comprised of the country's normative acts. The Constitution defines the normative acts in the following hierarchy: the Constitution, Acts Adopted by Referendum, Laws Enacted by the Parliament, Presidential Decrees, Resolutions of the Cabinet of Ministers, and Ministerial Regulations. A normative act may be amended by a subsequent normative act of equal level within the hierarchy.

The Constitution also specifies that the country's Constitutional Court has the sole power to "interpret" the normative acts. The decisions of the Constitutional Court (as well as its Supreme Court), however, are not normative acts. Presidential Orders and Orders of the Cabinet of Ministers are also not normative acts. However, because Presidential Orders and

Orders of the Cabinet of Ministers are included in the official digest, *Toplusu*, they are considered to be framework legal documents.

Each framework document has an official identification number, an issue date and an effective date. The effective date is the date of initial publication in an official newspaper (e.g., the *Azerbaijan Gazette*), unless the document expressly designates an effective date. Publication in an official newspaper usually occurs within a day or two of the issuing date. Only documents that are effective on the date of publication, however, are published in the newspaper.

Several months after the framework documents are issued, they are published in one of two official GoAZ monthly digests, *Toplusu* and the *Bullitini*. *Toplusu*, published by the Office of the President, contains the higher level framework documents (i.e., the Constitution, Laws, Presidential Decrees and Orders, and Cabinet of Ministers Resolutions and Orders), and includes both those documents published in the official newspaper and those that have not been. The *Bullitini*, published by the MoJ, contains those Ministerial Regulations that have been registered with the MoJ. Publication of *Toplusu* and the *Bullitini* began in July 1997. The most recent published issue of *Toplusu* is November 2004.

From July 1997 through November 2004, 6304 framework documents have been published in *Toplusu*, in 22,358 pages. The initial issues of *Toplusu* contain the Constitution (the very first document), and the framework documents issued since the Constitution was adopted in 1995. The volume of framework documents published in the *Bullitini* is not yet known, but the volume is significantly less than the volume published in *Toplusu*, as very few Ministerial Regulations are registered with the MoJ as normative acts.

The most significant governing rules of Azerbaijan are contained in “Codes” (e.g., the Criminal Code, the Civil Code, the Land Code, etc.). There are 17 currently effective Codes. Codes are adopted by laws passed by the Parliament and approved by the President in Presidential Decrees. As such, the 17 existing Codes have the effect of law, and are critical to the Azerbaijan legal system. These Codes are also amended from time to time by new framework documents (i.e., laws passed by the Parliament and approved by the President in Presidential Decrees).

As in any legal system, there are relationships between and among Azerbaijan’s framework documents. These relationships fall into one of four categories: (1) those that implement a framework document that is higher in the hierarchy of normative acts; (2) those that adopt a Code; (3) those that amend an existing framework document; and (4) those that amend an existing Code. Amendments to an existing Code or to an existing framework document include additions, deletions, and other changes in the provisions of the Code or the framework document, respectively.

The Azerbaijan legal database, first and foremost, needs to contain the complete text of all framework documents issued under the country’s new Constitution adopted in November 1995. The MoJ also wants to include in the database framework documents issued since independence from the Soviet Union in 1991. Many of the framework documents issued in the 1991-1995 period are still effective.

The text of each framework document in the database needs to be made available in text format and in image format. The image-format for each document is necessary to enable a user retrieving its text-formatted version to verify its accuracy. The database also needs to contain the text of the complete, current version of each Code and, as resources permit, the

updated text of each framework legal document that has been amended. The process of integrating amendments into an existing Code (e.g., the “Criminal Code”) or into an existing framework document (e.g., the “Law on Advocacy”) in order to have a complete, current version of that Code or framework document is referred to as “codifying.” With respect to codified documents in the Azerbaijan legal database, the existing 17 Codes have the highest priority. To the extent that resources are available, the next priority should be given to amended laws. Codified documents in text format have no counterpart image format.

In addition to the documents that will comprise the ALPI Project database, the database needs to contain computer-based tools to search for and retrieve them. Given the nature and scope of the database, together with the limited resources of the GoAZ to sustain the database, it is neither necessary nor desirable to have a robust search engine. Instead, the principal tool that will be made available to search for and retrieve the documents in the database is each document’s associated “metadata” – that is, critical data about each document in the database, such as its subject-matter classification categories, its title, its official identification number, its issue date, its effective date, its relationship to other documents, etc.

Information technology resources are required in the “workflow environment” (1) to create the contents of the database (that is, each framework document in text and image format, each codified document in text format, and a metadata record for each document), and (2) to maintain and update the database as new framework documents are issued. Information technology is also required to distribute the database and to make it accessible over the Internet and on CD-ROMs.

The NCSC/Baku office, since start-up, has been functioning as a prototype workflow environment. In this capacity, the NCSC/Baku office has been: collecting the existing body of framework documents; converting these documents to digitized format for inclusion in the database; codifying Codes; creating the metadata records for each document; and developing the required information technology infrastructure to maintain and update the database, and to distribute over the Internet and on CD-ROMs.

## MAJOR ACTIVITIES

The three charts below present the major activities undertaken since start-up, organized by (1) database content activities, (2) information technology activities, and (3) miscellaneous activities. The third column in each chart shows the activities from start-up through the end of 2004 (the period covered by the first two quarterly reports). The fourth column covers the major activities that occurred in the January-March 2005 quarter (the period covered by this third quarterly report).

### *Database Content Activities*

Activity	Comments	July-Dec 2004 Activities	Jan-Mar 2005 Activities
Acquire <i>Toplusu</i> Monthly Volumes	With the exception of the National Library, there does not appear to be a complete set of <i>Toplusu</i> available for public access in	Acquired 62 of the 92 volumes published from July 1997 through September 2004, the last published month, from the Office of the	Acquired two copies each of the two volumes issued during the quarter, the October 2004 volume and the November 2004

	the country	President (some months, due to size, had more than 1 volume); acquired missing 30 volumes from other sources; acquired a complete additional set	volume
Acquire <i>Bullitini</i> Monthly Volumes	Substantially less volume than <i>Toplusu</i> , in terms of both pages and documents; starting with August 2002 volume, documents are available in text format	No activity	Acquired all volumes for years 1997, 1998, 1999 and 2000 from MoJ (MoJ has agreed to provide all years); acquired all text-formatted files for documents published from August 2002
Acquire Framework Documents issued between 1991 and November 1995	MoJ wants to include these documents in the database; issued in Azeri Cyrillic and Russian (only need to include Azeri version); volume of documents and number of pages are not substantial	No activity	Acquired documents issued in years 1991 and 1992 (MoJ has agreed to provide all years)
Convert Framework Documents to Image Format	Requires one image file for each page in each document, and one file for each document	Established specifications (e.g., minimum resolution of 150 dots per inch, etc.); completed conversion of the nearly 22,000 pages published in <i>Toplusu</i> through September 2004 (with each page as a JPEG file); completed creation of image-formatted documents for each of the nearly 6100 documents published in <i>Toplusu</i> through September 2004 (with each document as a MS Word file containing its associated JPEG image files)	No activity

Convert Framework Documents to Text Format	Requires one file for each document	Established specifications (e.g., Azeri Latin in Unicode Palatino Linotype font, accuracy level of a minimum of 99.9%, etc.); completed conversion of approximately 2500 of the nearly 6100 documents published in <i>Toplusu</i> through September 2004 (with each document as a MS Word file, and with the text exceeding the minimum 99.9% standard for accuracy)	Completed conversion of an additional 2850 documents published to date in <i>Toplusu</i> , bringing the total converted <i>Toplusu</i> published documents to approximately 5350
Create Codified Codes	Requires one file for each of the 17 currently effective Codes	Established structure and format, using the Land Code as a “model” (with the Code as a MS Word file); based on the model, completed codification process for 6 Codes: (1) Land Code <sup>1</sup> ; (2) Family Code <sup>2</sup> ; (3) Code of Civil Procedure <sup>3</sup> ; (4) Civil Code <sup>4</sup> ; (5) Timber Code <sup>5</sup> ; and (6) Execution of Penalties Code <sup>6</sup>	Completed codification process for 5 additional Codes: (1) Election Code <sup>7</sup> ; (2) Labor Code <sup>8</sup> ; (3) Code of Criminal Procedure <sup>9</sup> ; (4) Criminal Code <sup>10</sup> ; and (5) Custom Code <sup>11</sup> ; codification of Tax Code in progress
Create and Verify Metadata Records	Requires one metadata record for each framework document and each codified Code; requires metadata record be verified for accuracy and approved	Established metadata record fields; developed prototype metadata input form using MS Access software; completed metadata records for nearly 1800 framework document, and approved 1100	Completed metadata records for nearly 2500 additional framework documents, and approved an additional 1300, bringing total metadata records completed to nearly 4300 and approved to nearly 2400

<sup>1</sup> 113 Articles, of which 28 have been amended as of September 2004

<sup>2</sup> 195 Articles, of which 8 have been amended as of September 2004

<sup>3</sup> 477 Articles, of which 14 have been amended as of September 2004

<sup>4</sup> 1325 Articles, of which 204 have been amended as of September 2004

<sup>5</sup> 30 articles, of which 2 have been amended as of September 2004

<sup>6</sup> 182 Articles, of which 13 have been amended as of September 2004

<sup>7</sup> 246 Articles, of which 3 have been amended as of September 2004

<sup>8</sup> 317 Articles, of which 32 have been amended as of September 2004

<sup>9</sup> 521 Articles, of which 103 have been amended as of September 2004

<sup>10</sup> 353 Articles, of which 79 have been amended as of September 2004

<sup>11</sup> 450 Articles, of which 33 have been amended as of September 2004

Track new Framework Documents Published in the <i>Azerbaijan Gazette</i>	Only framework documents that are effective on date of publication are published in this newspaper, with the rest not available to the public until published in <i>Toplusu</i> ; those that are available in the newspaper are also made available on the <i>Azerbaijan Gazette</i> web site, and hence are available in text format	Recorded the following number of framework documents published in the <i>Azerbaijan Gazette</i> , starting in August 2004: 30 in August; 58 in September; 79 in October; 43 in November; and 48 in December	Recorded the following number of framework documents published in the <i>Azerbaijan Gazette</i> in this quarter: 48 in January; 46 in February; and 91 in March
Create CD-ROM Version of <i>Toplusu</i>	As the National Library in Baku appears to be the only public or governmental institution in Azerbaijan, including the Office of the President, that has a complete set of <i>Toplusu</i> , a CD-ROM version, generated as a by-product of the database, serves the public interest	Compiled the image-formatted documents for <i>Toplusu</i> Year 2000 on one CD-ROM (nearly 900 documents in close to 5,000 pages) with a text-formatted Table of Contents hyperlinked to each document, as a “model”; based on the model, compiled a separate annual 1997-2004 CD-ROM <i>Toplusu</i> image product (covers the period from July 1997 through August 2004)	Provided a complete set of the CD-ROM <i>Toplusu</i> to the MoJ and to the Office of the President

### *Information Technology Activities*

<b>Activity</b>	<b>Comments</b>	<b>July-Dec 2004 Activities</b>	<b>Jan-Mar 2005 Activities</b>
Operate the NCSC/Baku Office as a Prototype Workflow Environment	Necessary to acquire experience and knowledge base to develop the technology required to enable personnel in the ultimate workflow environment to create new database content, to update and maintain the database, and to distribute the database over the Internet and on CD-ROMs	Established office; hired workflow environment personnel, to include (a) editors to oversee creation of content in text and image format in compliance with specifications, to codify Codes, and to create and verify metadata records, and (b) information technology advisor; created prototype input form for metadata using MS Access software	Continued to operate NCSC/Baku office as a prototype facility, with the focus on creating the database content (see discussion above under “Database Content Activities”) and on developing the required information technology infrastructure
Assess Technology	Critical to have an overall assessment of the current situation with respect to all technical requirements to achieve the ALPI Project’s long-term objective	Completed two reports early in July by NCSC short-term consultants John Sherman and Kazimierz Lobaza; Mr. Sherman’s report focused on the broader strategic issues, and Mr. Lobaza’s report dealt primarily with software and hardware specifications <sup>12</sup>	No activity
Assess Workflow Environment	Critical to document required workflow activities	NCSC short-term consultant Ken Yates completed two studies – one in November, and the second in late December – that focused on general workflow activities and the software required to support these activities, that documented the activities in the NCSC/Baku office	No Activity

<sup>12</sup> Both reports included as Attachments to the First Quarterly Report



		prototype environment, and that set forth the activities and the training requirements necessary in a “model” workflow environment <sup>13</sup> ; the manual workflow activities in the MoJ were also documented in early January 2005 for comparison to the model environment <sup>14</sup>	
Analyze System Design Database	The logical step following documentation of workflow activities is the development of the software requirements to maintain and update the database and to distribute it over the Internet and on CD-ROM	The first study completed by NCSC short-term consultant Ken Yates in November (see the “Workflow Environment Studies” activity, above) set forth in detail a proposed design for the ALPI database; numerous modifications and refinements were made after the study was submitted; the result of the study, with its modifications and refinements, was the technical specifications that formed the basis for a Request for Proposal (RFP) for software development	RFP released on 17 January 2005 <sup>15</sup>
Develop Software	The RFP (see “Systems Analysis and Database Design” activity, above) requires three software packages to be developed – (1) database management software, (2) content management software, and (3)	In anticipation of the software development effort, the NCSC/Baku office upgraded its technology during the October-December quarter, by installing on its office network (1) Microsoft (MS) Small Business Edition software (this software package includes MS SQL, MS Exchange Server, and MS ISA	RFP advertised in two local newspapers; six (6) local vendors submitted bids by the due date of 18 February 2005; questions submitted by two of the vendors were answered and distributed in one document to all six vendors; bids were evaluated independently by the NCSC/Baku office and by NCSC consultant Ken Yates, using the criteria for

<sup>13</sup> Both studies included as Attachments to the Second Quarterly Report

<sup>14</sup> Included as an Attachment to the Second Quarterly Report

<sup>15</sup> Included as an Attachment to the Second Quarterly Report

	public user database access software	Server), and (2) a more robust anti-virus software package	the evaluation set forth in the RFP; both evaluations concluded that the proposal submitted by the BMGroup was the best, followed by the proposal submitted by the National Software Production Centre; the NCSC/Baku office conducted due diligence regarding the personnel proposed by both organizations and their references; based on the evaluations and the due diligence, BMGroup was the winning vendor; fixed price contract in the amount of \$89,100, to include deliverables and payment schedule, was negotiated and signed by BMGroup on 5 April 2005 <sup>16</sup>
Release Database for Access over the Internet 24 Hours a Day, 7 Days a Week	Will engage a third party vendor to provide database hosting services	No activity	Met with several potential vendors to begin evaluation of capabilities and costs

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<sup>16</sup> See Attachment to this Quarterly Report

### *Miscellaneous Activities*

Activity	Comments	July-Dec 2004 Activities	Jan-Mar 2005 Activities
Develop Work Plan	The Work Plan functions as the blueprint for the Project's activities	Completed in August <sup>17</sup>	Reviewed the Work Plan; concluded that the Project is behind schedule in digitizing framework documents, is ahead of schedule in codifying Codes, is on schedule for developing software, and is on schedule for release of the database
Negotiate Memorandum of Understanding (MOU) with MoJ, with the parties to the MOU being USAID and the MoJ	Without a signed MOU, the commitment of the MoJ to sustain the database once the ALPI Project concludes remains questionable	Held periodic meetings with MoJ management personnel regarding MOU issues; assisted USAID in developing drafts of the proposed MOU; in December, MoJ expressed a desire to sign the MOU	Continued to assist USAID in developing drafts of MOU, and in meeting with MoJ management personnel to negotiate MOU issues
Obtain cooperation of the MoJ	Critical to obtain MoJ's cooperation as it is the official repository of Azerbaijan's normative acts and is the publisher of the <i>Bullitini</i> digest; as such is the Project's designated principal counterpart agency	Held periodic meetings with MoJ management, but without a signed MOU (see above), MoJ, until December, was unwilling to cooperate other than reviewing and commenting on the "model" codified Land Code; in December, in anticipation of having a signed MOU, MoJ began to cooperate	Documented MoJ manual workflow activities in January 2005; acquired <i>Bullitini</i> monthly volumes for years 1997, 1998, 1999 and 2000; acquired text-formatted <i>Bullitini</i> documents issued since August 2002; acquired framework documents issued in years 1991 and 1992 from MoJ; provided MoJ with the CD-ROM version of <i>Toplusu</i> <sup>18</sup>
Obtain cooperation of the Office of the President	Critical to obtain this Office's cooperation as it is the key government institution in	Held periodic meetings with Office of the President management, and obtained ongoing cooperation; acquired	Provided Office of the President with the CD-ROM version of <i>Toplusu</i> <sup>19</sup>

<sup>17</sup> Included as an Attachment to the First Quarterly Report

<sup>18</sup> Each of the activities with the MoJ since start-up is also included in the appropriate activity in the "Database Content Activities" and the "Information Technology Activities", above

<sup>19</sup> Each of the activities with the Office of the President since start-up is also included in the appropriate activity in the "Database Content Activities", above

	Azerbaijan and is the publisher of <i>Toplusu</i> ; as such, the Office of the President is the Project's designated secondary counterpart agency	<i>Toplusu</i> monthly volumes (62 of the published 92 volumes, as this was all that was in inventory); obtained comments regarding the "model" codified Land Code	
Open NCSC/Baku Office Officially	Timed to coincide with MoJ's agreement to cooperate with the Project and its expressed willingness to enter into MOU (see above discussion)	Coordinated opening in December with USAID and the USA Embassy <sup>20</sup>	No Activity
Obtain Modification of Level of Effort (LOE)	LOE modification is required to undertake activities not contemplated in the Work Plan, such as enhancing the database content (e.g, including 1991-1995 framework documents, and codified framework documents), and assessing the technical infrastructure of Parliament	No Activity	Completed a quantitative analysis of the framework documents published in <i>Toplusu</i> that have been amended from time to time (this analysis is necessary to quantify the LOE required to codify framework documents); submitted a request to USAID to modify the LOE; obtained USAID approval at end of quarter

## OBSTACLES

The most recent draft of the MOU provides for, among other things, the addition of up to five (5) full-time professional personnel within the MoJ, to enable the MoJ to sustain the database once the ALPI Project ends. During the course of the MOU negotiations with the MoJ, the MoJ has maintained that the provision for the additional employees was, from its perspective, the most critical provision in the MOU, as it would commit the GoAZ to provide the necessary funding. In early April (after the close of the third quarter), MoJ stated that it is no longer necessary for the MoJ to enter into the MOU as it can fill the additional positions from within the MoJ.

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<sup>20</sup> See Second Quarterly Report for a full discussion of NCSC/Baku Office Opening activities

Not having a signed MOU with the MoJ raises serious questions regarding the MoJ's commitment to the ALPI Project. More important, the long-term goal of the ALPI Project of having an "official" database that is accurate and complete and that is readily and easily accessible is undermined if there is no counterpart agency within the GoAZ that is responsible for the maintenance and updating of the database and its distribution over the Internet and on CD-ROMs.

As a result of the MoJ's new position on the MOU, sustainability alternatives should be explored. These alternatives could range from having another institution within the GoAZ, such as the Office of the President, assume responsibility for the database, to having the GoAZ outsource the responsibility totally to the private sector, to having a combined public-private sector venture takeover the database.

In addition to the sustainability issue, the proposed enhancements to the database contents (see "Miscellaneous Activities", above) are desirable, as is the proposed assessment of the technical infrastructure of the key GoAZ agencies that issue framework documents. With the recent USAID approval of the adjustment to the LOE, NCSC will undertake activities not contemplated in the Work Plan. These activities will be designed to best utilize the additional resources made available to the ALPI Project, based on the Project's long-term goal.



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## National Center for State Courts Azerbaijan Legal Database (ALPI) Project

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4 April 2005

Madad Rustamov  
Managing Director  
BMGroup  
31 Istiglaliyyet Street  
Baku, Azerbaijan 1001

Dear Mr. Rustamov:

This is to confirm the terms and conditions of the software development contract between the National Center for State Courts (NCSC), a not-for-profit organization headquartered in the United States of America and the BMGroup, a for-profit information technology organization headquartered in Azerbaijan.

**Software Development.** BMGroup will develop software applications, in accordance with the "Technical Approach and Work Plan" submitted by the BMGroup on 18 February 2005 as part of its response to the Request for Proposal (RFP) issued by NCSC on 17 January 2005. Attachment I contains BMGroup's "Technical Approach and Work Plan", and is hereby incorporated by reference.

Development of each software application will be done in stages by BMGroup as an iterative process in cooperative with NCSC. The process includes, but is not limited to: (a) agreement of the specifications for functionality and performance; (b) development of the software (alpha and beta versions), with installation and testing on NCSC's server; and (c) acceptance of the software by NCSC. To expedite the process, BMGroup will make its software development work-in-progress available for viewing by NCSC and its designated consultants on a private BMGroup Internet site.

The specifications for functionality and performance of the software applications are provided in the RFP and are addressed by BMGroup in its "Technical Approach and Work Plan" (see Attachment I). These specifications are the basis for the software development. BMGroup and NCSC recognize, however, that the specifications may require modifications as necessary or desirable. It is anticipated that any such modifications will require minor adjustments in the Work Plan. BMGroup and NCSC will cooperate to determine the nature and scope of each

proposed modification, and for each modification agreed to in writing by BMGroup and NCSC, BMGroup will incorporate such modification into the software.

All right, title and interest in the software, including all source code, will be in NCSC, and upon the conclusion of the ALPJ Project will become the property of the Government of Azerbaijan.

**Deliverables and Deliverables Schedule.** BMGroup's Technical Approach and Work Plan, Section 4, includes by activity the time line for completion and the assigned personnel (see Attachment I). These activities constitute the deliverables with their schedule for delivery as follows:

1. Database Management software and Content Management System software: within four (4) calendar weeks after the effective date of this contract for delivery of the beta version; and within one (1) calendar week for delivery of the final version after completion of the testing of the beta version by NCSC.
2. Public User Interface software and 2 CD-ROM applications: within five (5) calendar weeks after approval and acceptance by NCSC of the Database Management software and Content Management System software for deliver of the beta version; and within one (1) calendar week for delivery of the final version after completion of the testing of the beta version by NCSC.
3. Training Manuals, in both Azeri and English: within three (3) calendar weeks after approval and acceptance by NCSC of the Public User Interface software and the 2 CD-ROM applications.
4. Training of Trainers: within three (3) calendar weeks after approval and acceptance by NCSC of the Training Manuals.
5. Training of Workflow Users: within four (4) calendar weeks after completion of the Training of Trainers.
6. Applications Integration and Support: Begins on the approval and acceptance by NCSC of each software application and ends one-year after the effective date of this contract.

**Payment Schedule.** The total fixed cost payable by NCSC to BMGroup is \$89,100 USD, of which \$80,100 is for services rendered and \$9,000 is for "Required Third Party Software" – see Section 4 and Appendix B of BMGroup's response to the RFP, attached hereto as Attachment II, which Attachment is hereby incorporated by reference. The payment schedule is as follows:

1. \$18,000: payable within five (5) business days after delivery of the Required Third Party Software to NCSC, and receipt of invoice.
2. \$18,000: payable within five (5) business days after acceptance by NCSC of the Database Management and Content Management System software, and receipt of invoice.
3. \$24,000: payable within five (5) business days after acceptance by NCSC of Public User Interface and 2 CD-ROM applications software, and receipt of invoice.
4. \$12,000: payable within five (5) business days after acceptance by NCSC of Training Manuals, and receipt of invoice.
5. \$12,000: payable within five (5) business days after acceptance by NCSC of the completion of the Training of Workflow Users, and receipt of invoice.
6. \$5,100: payable five (5) business days prior to the termination date of this contract or prior to the termination date of the Azerbaijan Legal Database Project, whichever occurs first, and receipt of invoice.

All payments are stated in United States dollars (USD) but will be paid in Azerbaijan Manat (AZM) at the existing exchange rate between USD and AZM on the date of payment.

**Standard Provisions.** Attachment III contains the standard provisions required by NCSC, and is hereby incorporated by reference. In addition, signatures of authorized representatives of both NCSC and BMGroup are required before this contract is effective.



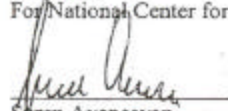
**Special Provision.** BMGroup declares that it does not support any local or international terrorists or terrorism actions, and that both shareholders and personnel are not members of any terrorist group.

**Term.** This contract will become effective on the date of execution by BMGroup, and will remain in effect for a period of one (1) year.

If the above terms and conditions are acceptable, please sign and date both copies of this document, and return one of them to me.

We are looking forward to working with BMGroup to achieve the long-term goal of the ALPI Project of improved access to the laws of Azerbaijan.

Sincerely,  
For National Center for State Courts:



Shuren Avanesyan  
Title: Project Director  
Date: April 4, 2005

For BMGroup:



Madad Rustamov  
Title: Managing Director  
Date: April 5, 2005





# **ATTACHMENT**

## **Software Development Contract**

# **ATTACHMENT I**

**BMGroup**

**Technical Approach and Work Plan**

## **SECTION 1. TECHNICAL APPROACH AND WORK PLAN**

### **1. Technical Approach and Schematics**

#### **1.1. Standards intended to be employed**

All framework legal documents and codified Codes will be stored in XML 1.0 standard as was proposed in RFP. The key advantage of using XML for this project is its easy transformation into other formats such as HTML and PDF. The number of output formats can be easily extended in the future.

Storing formatted text in XML requires additional XML Schema – XSD. Instead of developing new XML Schema we will use one of the Microsoft Office 2003 XML Reference Schemas – WordProcessingML (the schema for Microsoft Office Word 2003). WordProcessingML is fully compatible with industry-standard XML. The Office 2003 XML Reference Schemas are made available under a royalty-free license that is openly offered and available for broad industry use. WordProcessingML stores formatted text in UTF-8 encoding as requested by RFP.

WordProcessingML will allow us to reduce text formatting loss in Word to XML conversion process and keep documents more similar to originals. From other hand using WordProcessingML XML schema will allow Workflow Users to use Microsoft Word 2003 as WYSIWYG editor embedded into CMS. Thus full range of advanced editing features of Microsoft Word 2003 will be available to Workflow Users.

Note that there are already success stories on deploying Microsoft Office 2003 XML Reference Schemas in Danish Ministry of Science, Technology, and Innovation's, Finnish Ministry of Finance and other governmental organizations.

More information on Microsoft Office XML Reference Schemas available at the Microsoft's website – <http://www.microsoft.com/office/xml/> .

Public User Interface will be developed and validated against XHTML 1.1 standard. XHTML (Extensible HyperText Markup Language) is a reformulation of HTML 4.01 in XML, and combines the strength of HTML 4 with the power of XML. XHTML borrows elements and attributes from HTML 4, and can be interpreted by existing browsers. This will allow Public Users to access database from wide range of browsers and platforms and maximize capability. XHTML 1.1 is the current recommendation of the World Wide Web Consortium – W3C. All web pages will be generated dynamically in UTF-8 encoding.

For CDROM publishing, proposed software will have ability to export CD “images”. CD images will be created on hard disk in ISO9660 format which is international standard and supported by most of CD burning software. ISO9660 specifies the logical format for files and directories on a CD-ROM which are cross-platform.

## **1.2. Technology to be used**

All software will be developed on Microsoft .NET framework as was proposed in RFP. The key advantage of .NET framework its single basic infrastructure that allows development of windows-based applications as well as web services. Developers can easily share core libraries between applications.

As we know .NET supports variety of different programming languages. We picked VB.NET as a main development language for this project. However some software modules may be developed using C# or other .NET languages. During development we will use number of third party .NET components to reduce time of development process.

Web applications such as CMS and PUI will be developed using ASP.NET. Produced web applications will run on Microsoft IIS.

All software products will utilize Microsoft SQL Server 2000 as an underlying database system to store, access and search frameworks and Codes. Software version distributed on CDROM media will use MS SQL Desktop Engine (MSDE).

## **1.3. Recommended Network Architecture**

Using two separate servers is the most optimal solution:

1. Production Server
2. Live Server

Production Server will serve “production” database, Database Management Software, CMS and PUI web applications for Workflow Users. Productions server will be connected to the local intranet in the Workflow User environment. Internet connection also should be provided for Workflow environment. Production server will have ability to generate CD-ROM application as an ISO9660 images and burn images to CD media.

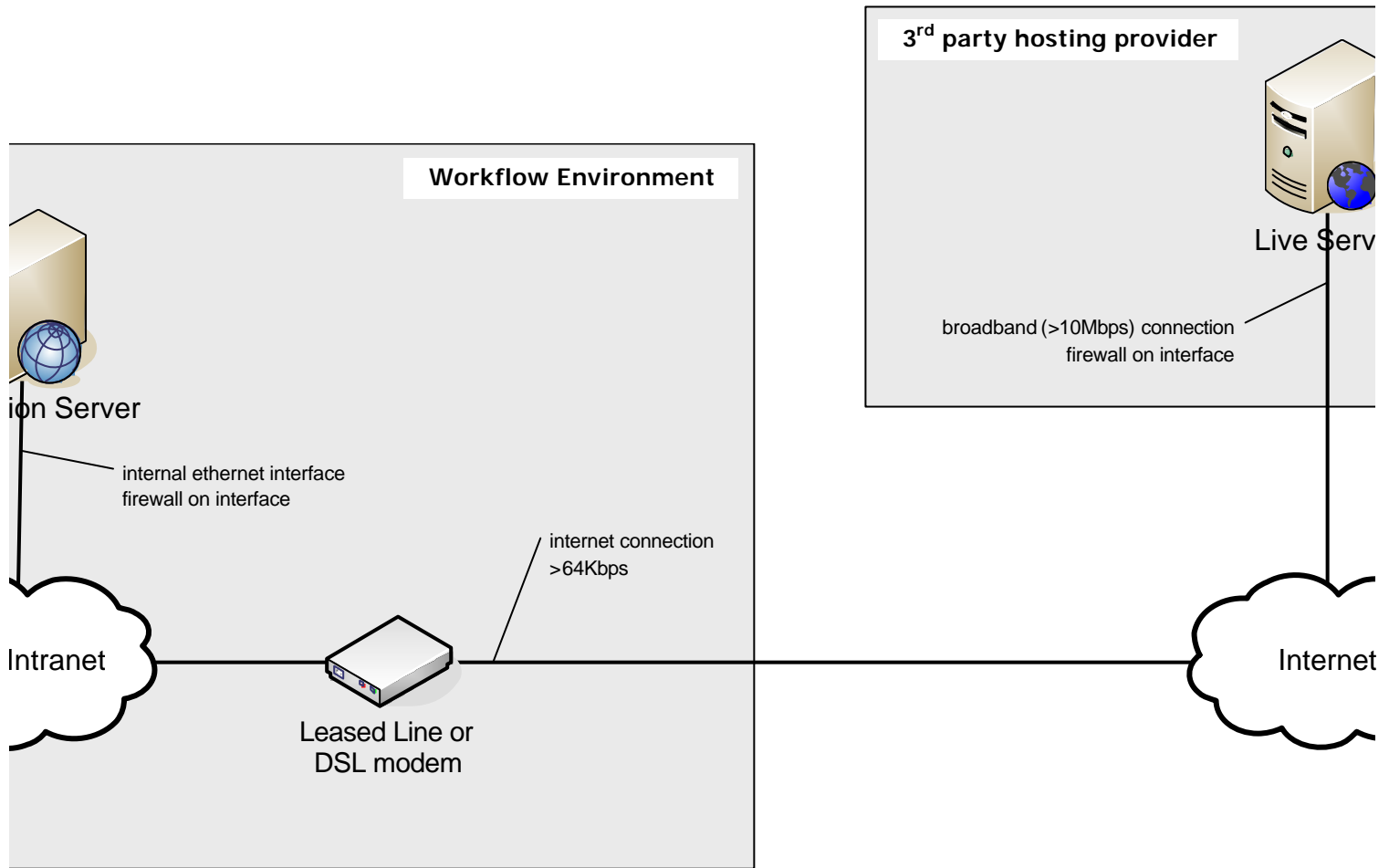
Connection to the internet could be established over Frame Relay technology using Leased Line modems or using DSL with static IP addressing. DSL technology is new in Azerbaijan, but there are number of ISPs which provides ADSL connection with bandwidth up to 512Kbps.

Live Server will serve “live” database and Public User Interface web application. Live Server will be hosted by the 3<sup>rd</sup> party ISP and provide broadband internet connection for the Live Server.

We propose using Microsoft Windows Server 2003 as an operating system and its built-in OS level firewall for protection on both servers. Public interfaces on both servers will be firewalled.

Security model described above and shown below on Figure 1.1 provides cost efficient and high level security and maximizes service uptime.

## Proposed Network Architecture



#### **1.4. Hardware Recommendations**

Two servers proposed as was requested in RFP. Booth servers are similar. In this hardware proposal included two options – main and enhanced.

The main hardware proposal based on HP ProLiant servers with Intel Pentium 4 processor and integrated SATA RAID controller which provides cost efficient solution. Integrated RAID 1 controller will provide data protection.

The enhanced hardware configuration based on HP ProLiant servers with Intel Xeon processor and integrated SCSI RAID controller. SCSI RAID will provide higher performance and data protection. Also tape drive included in enhanced configuration will allow backup database to the tape cartridges.

Detailed hardware configuration specified in Appendix A.

## **2. Software Development**

### **2.1. Database Structure Overview**

#### **2.1.1. Database Concepts**

Database model proposed in this document includes all framework legal documents, codified framework legal documents, codified Codes and metadata record for each framework legal document and each codified Code.

Database stores formatted text of each framework legal document and codified Code in XML files. Plain text of each framework legal document stored in “framework\_text” table which allows Workflow Users and Public Users search framework legal document contents.

Each page of framework legal document also stored in “framework\_images” table as a JPEG file.

Each related two documents have cross links and references between. All this relations stored in the database.

Workflow Users, user access levels, passwords and other additional information stored in “workflow\_users” table. To provide higher level security password for Workflow Users stored in encrypted MD5 hashes.

All actions performed by Workflow Users will be logged in the “action\_logs” table for future user action tracking and management report generations.

Additional security will be provided for “live” database. To increase security and prevent “live” database from attacks known as “SQL injection”, Public User Interface software will connect to the database with account which have only read rights on database tables.

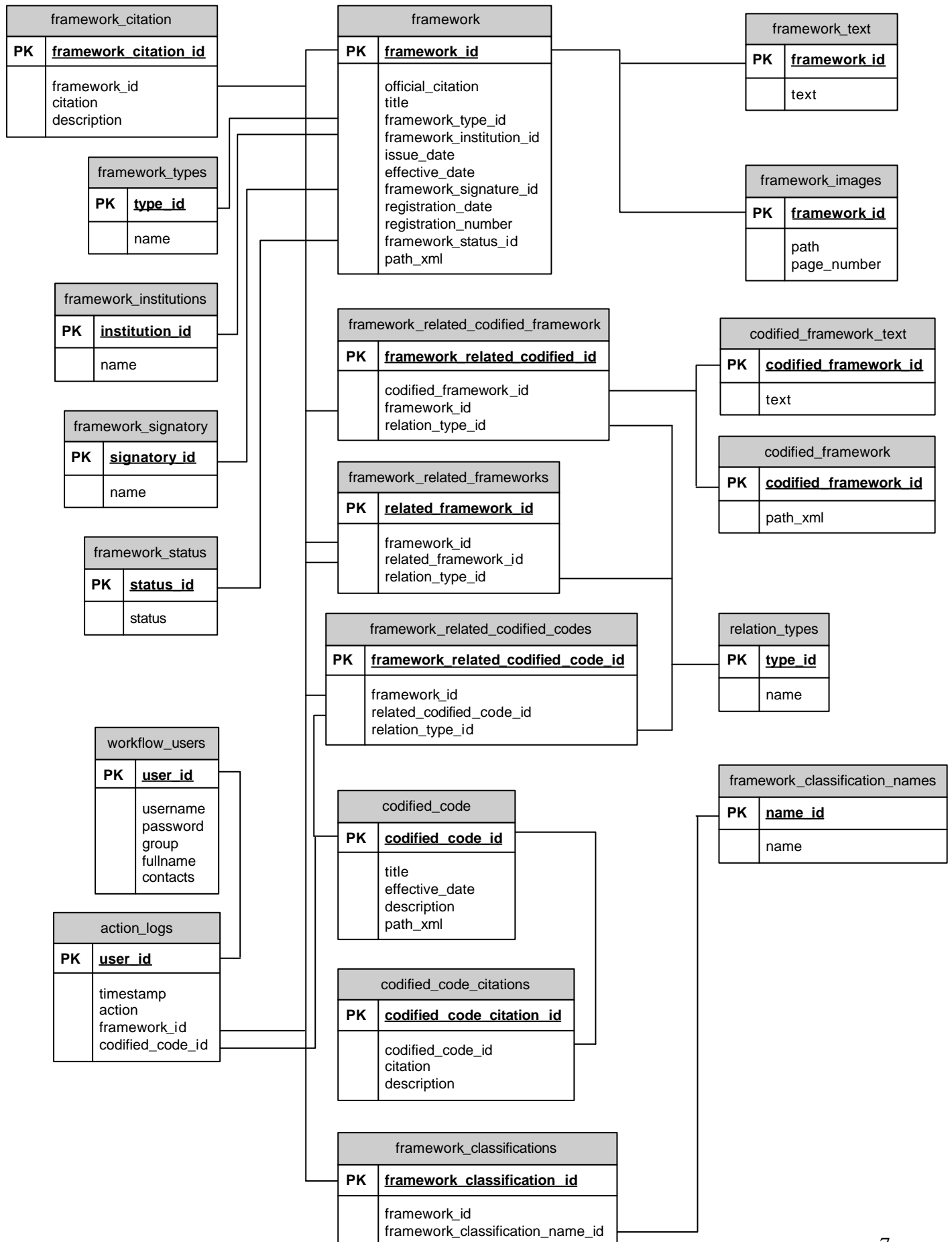
Live database have similar structure to Production database with only one

exception: “workflow\_users” and “action\_logs” tables are not present in Live database.

Microsoft SQL Server 2000 will be used as a database system.

### **2.1.2. Detailed Database Structure and Description**

Detailed database structure and table descriptions are provided below on Figure 1.2 and Figure 1.3 respectively.

**Figure 1.2 – Proposed Database Structure**



**Figure 1.3 – Database Tables’ Descriptions**

<b>Table Name</b>	<b>Description</b>
workflow_users	Holds workflow user identification number generated by the software, username, password, general user information and user group (type)
action_logs	Holds workflow user actions and action timestamp. All runtime actions generated by user will be collected for future tracking and report generations.
framework	Holds all data which framework must include directly (holding certain data) or indirectly (holding identification number indicates data in another table)
framework_citation	Holds citation information of each framework document. Each framework may include more than one citation information.
framework_names	Holds all subject-matter classification names used classifying any framework by identification number.
framework_classifications	Holds individual classification name identification number of any framework document. Each framework may depend on many classification name identification number.
relation_type	Holds all possible relation type names by identification number entered by workflow user to manage relation between framework document and codified codes.
framework_related_frameworks	Holds related framework document identification numbers by relation type name identification number.
framework_related_codes	Holds related framework document and codified code identification number by relation type name identification number.
framework_related_codified_framework	Holds codifier and codified framework document identification numbers by relation type name identification number.
framework_institutions	Holds all issuing institution information for framework documents by identification number.
framework_signatory	Holds all signatory information for framework documents by identification number.
framework_status	Holds all status information for framework documents by identification number.
framework_text	Holds the framework document text in plain text format.
codified_framework_text	Holds the codified framework document text

	in plain text format
codified_framework	Holds the path to the XML file of the codified framework document.
framework_images	Holds the path to the framework document image by the image page number.
codified_codes	Holds all data which codified code must include directly (holding certain data) or indirectly (holding identification number indicates data in another table)
codified_code_citations	Holds citation information of each codified code. Each codified code may include more than one citation information.

## **2.2. Database Management Software (DBM)**

### **2.2.1. General Overview**

Database Management Software will be developed on .NET Framework and provide administrative functions for Workflow Users from “admin” group. DBM software will be installed on Production Server.

### **2.2.2. Conversion of Word documents to XML format and to Plain Text**

Database Management Software will provide interface for converting MS Word files into XML. As mentioned in subsection 1.1, using Microsoft Office 2003 WordProcessingML will allow users to convert binary Word files to XML without any loss of text formatting.

DBM application will provide interface for converting XML files into Plain Text files.

DBM will provide selecting multiple source files as well as single file. This will reduce number of action and time taken by user to convert large number of files.

### **2.2.3. Simple String Searching**

DBM application will include capability for simple string search of framework legal documents. Framework legal documents’ plain text stored in “framework\_text” table in database structure shown in subsection 2.1.2.

### **2.2.4. User and Access Administration**

DBM application will provide interface for administering different types of Workflow Users. Provided actions are following:

- create workflow user
- delete workflow user
- editing workflow user information (i.e. name of user)
- change workflow user type
- reset workflow user password

All users and user related data will be stored in “workflow\_users” table as shown in subsection 2.1.2.

### **2.2.5. Tracking of Workflow User activities**

All Workflow User activities will be logged in “action\_logs” table as shown in database structure in subsection 2.1.2.

Administrator will have ability to track all actions performed by users, supervisors or other administrators in selected time range.

### **2.2.6. Management Reports**

DBM application will support generation number of management reports on the basis of information stored in “action\_logs” table (subsection 2.1.2). Report types are following:

- number of documents published (on daily, weekly and monthly basis)
- workflow user activity (sorted by number of published, waiting for approval or in progress documents)
- supervisor activity (sorted by number of approved documents)
- number of documents in-progress (grouped by user)
- “live” database publishing history
- CD images publishing history

### **2.2.7. Security**

Only users from “admin” group can access DBM after successful authorization.

For security reasons passwords for all users will be stored in database using as MD5 hashes – one-way cryptography which could not be retrieved or easily decoded.

Users will not be allowed to create passwords less than 5 characters to reduce potential security risk.

Accounts will be automatically locked after sequential 10 unsuccessful authorizations to prevent brute forcing of password and illegal access.

## **2.3. Content Management System (CMS)**

### **2.3.1. General Overview**

Content Management Software will be developed on .NET Framework and provide required functions for Workflow Users. CMS software will be installed on computers within Workflow environment and will communicate with Production Server over local network.

### **2.3.2. Single Source Publishing**

Single Source Publishing provides strong data integrity. Two publishing methods

discussed in RFP – Web (Live) and CD-ROM publishing.

Content Management Software will be able to publish production database to web-based environment – “live” database. The main problem in delivering production database to live server is the internet bandwidth. Network bottleneck between Workflow environment and hosting provider will make database upload process lasting a long time. Another subject for discussion is database availability. Production database cannot be updated while publishing process goes on. Estimated full database delivery may take up to 24 hours or even more.

To solve these delivery problems we propose two technologies – Incremental Publishing and Database Snapshot.

To make database available during publishing process Database Snapshot will be used. Before delivery process starts, production database will be switched to read-only mode and clone of the production database created which will be called Snapshot Database. As soon as database clone created, production database switches back to read-write mode. Later all delivery operations will be made on Snapshot Database.

To reduce delivery capacity and perform fast database publishing Incremental Publishing mechanism used by CMS application. This mechanism tracks “changes” between two Snapshot Databases and uploads only new and updated records. To make Incremental Publishing possible the last version of published database (Snapshot) will be kept in production system. Newly created Snapshot Database will be compared to previous Snapshot and differences will be delivered to Live Server. Incremental Publishing dramatically reduces internet traffic capacity and speeds up publishing process.

To increase availability of database during CD-ROM publishing ISO9660 images used. CMS application creates ISO image files which could be burned into CD media many times using CD burning software included into cost proposal in section 4. More detailed CD-ROM publishing discussed in this proposal subsection 2.5.

### **2.3.3. Advanced WYSIWYG Text Editor**

Using WordProcessingML discussed in subsection 1.1 will allow using of Microsoft Word 2003 as an WYSIWYG editor. CMS application will use embedding functionality of Microsoft Word 2003 to embed it into the software and provide most of advanced editing features available in Word to Workflow User. This will provide easy interface for editing, correcting and updating existing documents as well as creating new ones.

To enable this advanced technology Microsoft Office 2003 must be installed on Workflow Users computer. Microsoft Office 2003 included into the cost proposal in Section 4. If Microsoft Office is not installed on the PC, WYSIWYG editor became unavailable. All other CMS features still available for Workflow User even without Office 2003.

#### **2.3.4. Workflow User Tracking and Activity Reports**

CMS software will be able to provide number of functions to track user activity and provide activity reports.

All Workflow User activities will be logged in “action\_logs” table as shown in database structure in subsection 2.1.2.

Each framework legal document will own one of the following states:

- a) in-progress
- b) approval pending
- c) approved

Supervisors and Administrators will be able to track Workflow Users activities and approve pending documents.

CMS also provides functionality for following activity reports generation:

- a) number of documents in progress (grouped by users)
- b) number of documents published (on daily, weekly and monthly basis)
- c) workflow user activity (sorted by number and type of documents)
- d) supervisor activity (sorted by number of approved documents)

#### **2.3.5. Workflow User Authorization**

Workflow Users must authorize before starting using CMS application.

CMS application provides three level of authorization for each Workflow User. Workflow Users could be in one of the three different groups. Each authorization level applies to user depending on its group. Three authorization groups are following:

- User
- Supervisor
- Admin

User privileges same as was required by RFP. After successful login, application will provide functionalities that required by authorization level for current Workflow User.

Workflow Users will be able to change their passwords. Users will not be allowed to set new password less than 5 characters to reduce potential security risk.

Accounts will be automatically locked after sequential 10 unsuccessful authorizations to prevent brute forcing of password and illegal access. Only administrators can unlock Workflow User account.

#### **2.3.6. Input File Formats**

CMS application will support input of XML text files as well as Microsoft Word binary .DOC files. As mentioned in subsection 1.1, using Microsoft Office 2003 WordProcessingML schema will allow application to convert binary Word files to XML on-the-fly without any loss of text formatting. Results will be stored in

database as XML files with UTF-8 encoding.

Input from official Azerbaijan gazette internet website could be collected in Microsoft Word Document, reformatted and then uploaded using Content Management Software.

#### **2.3.7. Security**

Connection between CMS application and Production server established over SSL (Secure Socket Layer) protocol which encrypts traffic and provides high level security within Workflow User environment.

Workflow User accounts will be automatically locked after sequential 10 unsuccessful authorizations to prevent “brute force” attack and illegal access.

#### **2.3.8. Adding Documents**

Below illustrated template version of proposed CMS interface. Draft version of CMS also could be found in the CD-ROM media attached to this proposal.

### 2.3.9. Adding Documents

Figure 2.1 - Add Framework Document Data Screen

<b>Official ID Number</b> <input type="text"/>	<b>Citation</b> <input type="button" value="Select"/>
<b>Title</b> <input type="text"/>	<b>Classification</b> <input type="button" value="Select"/>
<b>Issuing Type</b> <input type="text" value="Issue Type 1"/>	<b>Issue Date</b> <input type="text"/> ...
<b>Institution</b> <input type="text" value="Institution 1"/>	<b>Effective Date</b> <input type="text"/> ...
	<b>Signatory</b> <input type="text" value="Signatory 1"/>
	<b>Status</b> <input type="radio"/> Status1 <input type="radio"/> Status2

<b>Registration Number</b> <input type="text"/>	<b>Registration Date</b> <input type="text"/> ...
--	--

<b>Text File</b> <input type="text"/> <input type="button" value="Browse..."/>	<b>Codified File</b> <input type="text"/> <input type="button" value="Browse..."/>
<b>Image File</b> <input type="text"/> <input type="button" value="Browse..."/>	

<b>Related Document</b> <input type="button" value="Select"/>	<b>Related Document Type</b> <input type="radio"/> Amending <input type="radio"/> Implementing <input type="radio"/> Source Document
--	---

**Figure 2.2 - Add Codified Code Data Screen**

<b>Title</b>	<input type="text"/>	<b>Citation</b>	<input type="button" value="Select"/>
<b>Description</b>	<input type="text"/>	<b>Text File</b>	<input type="text"/> <input type="button" value="Browse..."/>
<b>Related Documents</b>	<input type="button" value="Select"/>	<b>Related Document Type</b>	<input type="radio"/> Amending <input type="radio"/> Implementing <input type="radio"/> Source Document
<input type="button" value="Save"/> <input type="button" value="Reset"/> <input type="button" value="Help"/>			

**Figure 2.3 – Date Selection Menu**

<b>Issue Date</b>	<input type="text" value="23-03-2005"/>	<input type="button" value="..."/>																																																	
<div> <input type="button" value="◀"/> <span>March, 2005</span> <input type="button" value="▶"/> </div> <table border="1"> <thead> <tr> <th>Sun</th> <th>Mon</th> <th>Tue</th> <th>Wed</th> <th>Thu</th> <th>Fri</th> <th>Sat</th> </tr> </thead> <tbody> <tr> <td>27</td> <td>28</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td>6</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> </tr> <tr> <td>13</td> <td>14</td> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> </tr> <tr> <td>20</td> <td>21</td> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> </tr> <tr> <td>27</td> <td>28</td> <td>29</td> <td>30</td> <td>31</td> <td>1</td> <td>2</td> </tr> <tr> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> <td>9</td> </tr> </tbody> </table>			Sun	Mon	Tue	Wed	Thu	Fri	Sat	27	28	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9
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27	28	29	30	31	1	2																																													
3	4	5	6	7	8	9																																													



## **2.4. Public User Interface**

### **2.4.1. General Overview**

PUI web application will provide Public Users access to “live” database. Also modified version of PUI will provide Workflow Users access to “production” database. Interfaces and features of the two PUIs will be similar. The only difference is the database they connect to.

PUI web service will provide Home Page, Advanced Searching and Browsing features as was requested in RFP. Results of searching or browsing will be displayed in XHTML 1.1 standard which is described in subsection 1.1.

To convert XML files from database to XHTML 1.1 for end-user XSLT transformation will be used. XSLT will provide description of how the document is transformed into XHTML document that uses the formatting vocabulary. XSLT 1.0 will be used as a standard recommended by W3C for transformations.

### **2.4.2. Output File Formats**

XSLT also will perform transformation of XML source files to following formats:

- XHTML version for web page
- XHTML version for printing
- PDF document
- Plain Text file

In the future it's possible easily extend this list of output formats simply by adding new XSLT transformation dictionary.

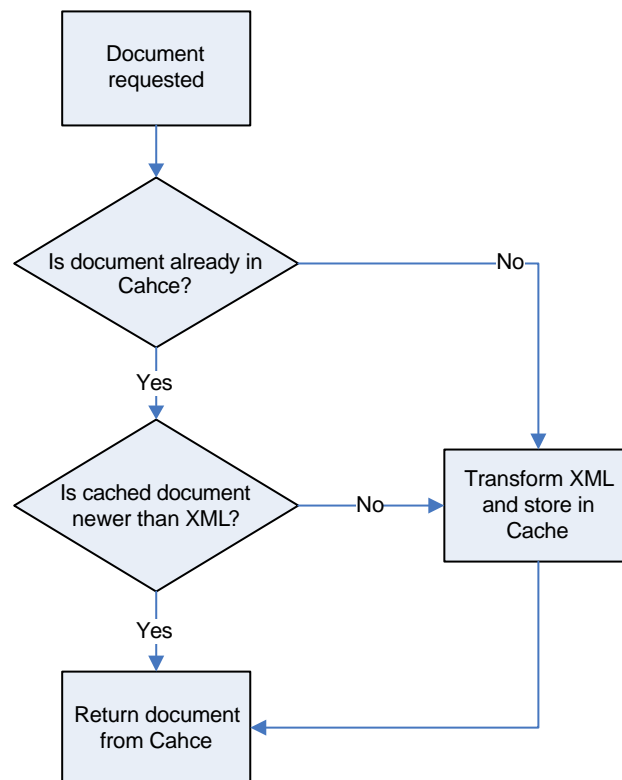
### **2.4.3. Caching of Transformed Documents**

Transformation process will take a lot of CPU time. Especially it will take long time and more system resources to transform codified Codes to XHTML or PDF. To solve this problem and increase performance of “live” and “production” servers Public User Interface software will use Caching mechanism.

The transformed documents will be stored in PUI web application cache. When XHTML or PDF document requested, application will check if the document is already in cache and if successful document will be delivered directly from cache. Application also will check cached document's creation time against XML file's modification time each time document requested. And in case of XML file is newer than cached document the cache will be updated by retransforming of requested document. Thus, using cache we will allow us to bypass duplicate transformation process and minimize response time and system resource usage.

The flowchart of caching mechanism illustrated on Figure 2.4.

**Figure 2.4 – Document caching flowchart**



#### **2.4.4. Interface Screens**

Below illustrated template version of proposed PUI interface. Draft version of PUI also could be found in the CD-ROM media attached to this proposal.

**Figure 2.5 – Metadata Field Search**

Simple String Search

Metadata Field Search

Official ID Number

Title

Subject-Matter Classification

Classification 1

Issuing Type

Issue Type 1

Issuing Institution

Institution 1

Issue Date

Start Date

...

End Date

...

Effective Date

Start Date

...

End Date

...

Registration Number

Registration Date

Start Date

...

End Date

...

Citation

Signatory

Signature1

Status

Status1

Text of Documents

Search

Reset

Help

**Figure 2.6 – Simple String Search**

The interface features two tabs: "Simple String Search" (selected) and "Metadata Field Search". Under the "Simple String Search" tab, there are two input fields: "Title" and "Text of Document". The "Text of Document" field includes a vertical scroll bar on its right side. At the bottom of the interface, there are three buttons: "Search", "Reset", and "Help".

**Figure 2.7 - Search Results-Framework Legal Documents**

Results		
		Constitution
Title	Issue Date	Official Identification Number
Constitution		
<u>Title of Framework</u>	Date	Number
Acts Adopted by Referendum		
<u>Title of Framework</u>	Date	Number

Figure 2.8 - Full Metadata Screen-Framework Document

Framework Document	
<b>Official ID Number</b>	Number
<b>Title</b>	Title of framework
<b>Issuing Type</b>	Issue Type of framework
<b>Institution</b>	Institution of framework
<b>Signatory</b>	Signature of framework
<b>Registration Number</b>	Number
<b>Citation</b>	Citation of framework
<b>Classification</b>	Classification of framework
<b>Issue Date</b>	Date
<b>Effective Date</b>	Date
<b>Registration Date</b>	Date
<b>Status</b>	Status
<b>Text File</b>	<a href="#">link</a>
<b>Codified Text File</b>	<a href="#">link</a>
<b>Image File</b>	<a href="#">link</a>
<b>Related Documents</b>	<a href="#">link</a>
<b>Related Codified Codes</b>	<a href="#">link</a>
<b>back</b>	


Figure 2.9 – Related Framework Documents and Related Codified Codes

Related Framework Documents		
Title	Issue Date	Official Identification Number
Title of Framework	Date	Number
Title of Framework	Date	Number

Related Codified Codes			
Title	Issue Date	Effective Date(Adopting)	Effective Date(Amending)
Title of Codified Code	Date	Date	Date
Title of Codified Code	Date	Date	Date

**Figure 2.10 - Full Metadata Screen of Codified Codes**

Codified Code		
<b>Title</b>	Title of framework	
<b>Citation</b>	Citation of framework	
<b>Issue Date</b>	Date	
<b>Effective Date(Adopting)</b>	Date	<b>Effective Date (Amending)</b> Date
<b>Description</b>	Description of framework	
<b>Text File</b>	<b>link</b>	
<b>Related Documents</b>	<b>link</b> 	
<b>back</b>		

**Figure 2.11 - Related Framework Documents**

Related Framework Documents		
Title	Issue Date	Official Identification Number
Title of Framework	Date	Number
Title of Framework	Date	Number

## **2.5. CD-ROM Application**

### **2.5.1. General Overview**

The application distributed on CD-ROM will be written in one of .NET languages and have same interface as PUI. As a database backed Microsoft SQL Server Desktop Engine (MSDE) will be used. First CD-ROM will contain installation packages for .NET Framework, MSDE, PUI application and complete metadata records. Text and image files will be distributed on one or more CD-ROM. The single installer will install all required packages and database. CD-ROM will have “autorun” functionality and will automatically prompt user for product installation.

Due to database distribution over more than one CD-ROM it would be better to copy whole database to the user’s personal computer. After full installation user can easily perform all functions available to Public User. Otherwise user will often be prompted to change CD-ROM.

### **2.5.2. CD-ROM Application Export**

CMS will have ability to produce CD-ROM images in ISO9660 format. All data will be analyzed and one or more .ISO files will be created with the appropriate order number. Installer and all required packages will be automatically included in the first CD-ROM image.

After successful completing, .ISO images could be burned to CD-ROM media using software included in cost proposal in section 4.

The key advantage of using ISO9660 images is that they could be used to create CD-ROM media many times without additional regeneration of CD-ROM contents.

### **2.5.3. Distributed By-Product Image Compilation**

This proposal provides electronic version of the digest as requested by RFP. Compiled framework legal documents will be collected within a single PDF file. Table of Contents with interactive navigation included in PDF digest provides easy access to framework legal documents.

Workflow Users will be able to compile each year’s worth of framework legal documents and export ISO9660 CD image for burning. ISO image could be burned using special software included in cost proposal in section 4.

## **3. Training Methods**

Depending on the project objectives and the workflow users, two types of training sessions will be implemented: training of trainers for administrators and mainstream sessions for ordinary users and supervisors. The first, the training of trainers sessions will

be implemented, then the mainstream sessions will be carried out together with administrators. Both types of sessions will include ordinary training sessions and on-job trainings (coaching).

Two user manuals will be developed: one for administrative uses and one for supervisory and ordinary users.



#### 4. Time limits and Work Plan

Activity	Months												Responsible Staff
	1	2	3	4	5	6	7	8	9	10	11	12	
<b>A. Development of Software Application</b>													
Database Management Software	■												Ramin Farajov, Vusal Iskenderov
Content Management System	■												Ramin Farajov, Ulvi Aliyev
Public User Interface		■	■										Ramin Farajov, Rustam Aliyev
CD-ROM Applications		■	■										Ramin Farajov, Rustam Aliyev
<b>B. Training Sessions and Supports</b>													
Development of Training manuals			■										Vusal Iskenderov, Rustam Aliyev
Carrying out Training of Trainers			■										Vusal Iskenderov
Carrying out sessions for ordinary users and supervisors				■	■								Vusal Iskenderov
Applications' Integration and Support			■	■	■	■	■	■	■	■	■	■	Ramin Farajov



# **ATTACHMENT II**

**BMGroup**

**Cost Proposal and Required Third Party Software**

## SECTION 4. COST PROPOSAL

**Table 4.1 – Summary of Costs**

<b>Expenditure</b>	<b>Cost in USD</b>
<b>Software Applications Development:</b>	<b>60000</b>
Database Management Software	8000
Content Management System Software	28000
Public User Interface Software	16000
CD-ROM applications	8000
<b>Training and Support Services</b>	18100
<b>Project Management</b>	4000
<b>Miscellaneous</b>	1000
<b>Local Taxes</b>	6000
<b>TOTAL</b>	<b>89100</b>

**Table 4.2 – Breakdown of Software Application Development**

<b>Application</b>	<b>Expenditure</b>	<b>Cost in USD</b>
Database Management Software	Personnel	8000
	Subtotal	8000
Content Management System Software	Personnel	19000
	Third Party Software*	9000
	Subtotal	28000
Public User Interface Software	Personnel	16000
	Subtotal	16000
CD-ROM applications	Personnel	8000
	Subtotal	8000
<b>Total</b>		<b>60000</b>

\* The list of required 3<sup>rd</sup> party software provided in Appendix B

**Table 4.3 – Breakdown of Training and Support Services**

	<b>Expenditure</b>	<b>Cost in USD</b>
Training	Development of Training Manuals	2000
	Training Appliances	3000
	Miscellaneous	100
	Subtotal	5100
Support Services	Application Support Services	13000
	Subtotal	13000
<b>Total</b>		<b>18100</b>



## **APEENDIX B – SOFTWARE SPECIFICATIONS**

### **1. Required Software**

- Microsoft Office 2003 Standard Edition (10 licences)
- Nero 6 CD Burning Software
- ActiveReports for .NET Standard Edition SP3

# **ATTACHMENT III**

## **Standard Provisions**



**1. Offer & Agreement.** The following terms together with such terms as are set forth on the face of this Agreement, with such plans, specifications, or other documents as may be incorporated by reference or attached as Appendix A, and with such additional terms as are approved in writing by National Center for State Courts, hereinafter referred to as "Buyer" in any Change Notice issued to this order, constitute the offer of Buyer to Seller and shall, when accepted, constitute the entire order or contract between Buyer and Seller. Buyer (NCSC) hereby gives notice of its objection to any different or additional terms. This bilateral agreement shall be deemed to have been accepted upon NCSC's receipt of the attached acknowledgement copy duly executed by Seller. Any reference herein to any proposal, quotation, or other communication by Seller shall, unless indicated to the contrary herein, be deemed to be limited to the description of the goods or services and to be limited by the terms set forth or incorporated by reference herein. Delivery and installation cost (labor) of all equipment and software and training is included in the total price of this purchase order.

**2. Assignment.** Neither party shall have any right to assign this order or any benefits arising from this order without the prior written consent of the other, and, unless otherwise agreed in writing, the rights of any assignee shall be subject to all set-offs, counterclaim, and other comparable rights arising hereunder. Seller shall not, except as otherwise agreed in writing by Buyer (NCSC), delegate or subcontract all or substantially all of the work on any item or service to be furnished under this agreement.

**3. Substitution & Extra Services.** No substitutions of materials or services may be made without NCSC's written consent. No charges for extras will be allowed unless such extras have been ordered in writing by NCSC and the price agreed upon.

**4. Information.** Unless otherwise agreed in writing between the parties, (1) everything in connection with the realization of this Agreement, including but not limited to any data, documentation, courseware material, software, designs, drawings, specifications, or other information furnished by Buyer to Seller shall be deemed to be confidential to Buyer and to have been furnished solely for the performance of this order and all copies of such information shall be returned to Buyer upon completion of the same, but (2) any data, drawings, specifications, or other information delivered by Seller to Buyer may be used for any purpose whatsoever, subject to copyright protection of title, and as a minimum shall convey to Buyer an unlimited, paid-up, non-transferable, license to use the data. The foregoing shall apply notwithstanding the presence or absence of any contrary legend or statement on any such information.

**5. Payment.** The monetary amount set forth on the face of this Agreement shall constitute full and complete payment for all materials, services, work, indirect costs and other direct costs to be performed hereunder. The date of payment shall, subject to any contrary terms on the face hereof, be computed from the later of (1) Buyer's receipt of an acceptable invoice or (2) Buyer's receipt and acceptance of the completed products/services, together with any required documents, in apparently good order. Drafts will not be honored. If the Buyer believes the payment amount does not conform to this Agreement, the Buyer will notify the Seller in writing within eight (8) days from the delivery of Seller's invoice.

**6. Compliance with Law.** Seller's performance of work hereunder and all products to be delivered hereunder shall be in accordance with any and all applicable governmental orders, International, European, Republic, municipal, and local laws and ordinances, and rules, orders, requirements and regulations thereunder.

**7. Title and Risk of Loss.** Title to, and risk of loss of, each product and/or service to be delivered/provided hereunder shall pass from Seller to Buyer upon delivery/completion of such product/service to NCSC.

**8. Inspections and Testing.** NCSC reserves the right to withhold payment pending inspection and inventory of the equipment or other deliverables. Seller shall provide an inventory of equipment/deliverables electronically. (a) All delivered products, services and work in progress shall be subject to inspection and verification at all times and places and, when practicable, during performance as Buyer may direct. If any inspection or test, whether preliminary or final, is made on Seller's premises, Seller shall furnish, without additional charge, all reasonable facilities and assistance for safe and convenient inspections and tests required by the inspectors in the performance of their duty. All inspections and tests shall be performed in such manner as will not unreasonably delay the work. Buyer shall have the right to charge to Seller any additional cost of inspection and test when articles/services are not ready at the time inspection is requested by Seller. (b) Seller shall work within, and inspect to, professional standards and limitations specified on work statements, drawings and specifications covering the work and shall make such inspections as are deemed necessary to insure Seller compliance, unless deviation therefrom is authorized in writing by Buyer. (c) All shipments of materials shall be subject to final inspection by Buyer after receipt by Buyer at destination. If material supplied or work performed by Seller is found to be deficient, Buyer shall have the right to secure replacement materials/services at the Seller's expense. (d) Final inspection and acceptance by Buyer shall be conclusive except for latent defects, fraud, or such gross mistakes as amount to fraud or for any rights provided by any warranty of the product.

**9. Changes.** Buyer shall have the right, from time to time, by its written change notices, and without notice to Seller's surety or sureties, if any, to make changes or additions, within the scope of this order, in or to (1) the work statement, drawings, specifications, or instructions for the work (2) the quantity, or (3) the time or method of delivery or performance. Should any change so ordered cause a material increase or decrease in the cost of, or the time required for, the performance of any part of the work under this order, an equitable adjustment shall be made in the order price or time of performance or both. Seller shall, however, as a condition precedent to any right to such adjustment, submit its written claim for such adjustment to Buyer within thirty (30) days after its receipt of Buyer's Change Notice or after any other action of Buyer, which Seller considers to constitute a change. Seller shall, unless written instructions to the contrary have been received from Buyer, proceed with the work as changed without interruption and without awaiting settlement of any such claim.

**10. Delays.** The time or times of delivery specified in this order are of the essence of this order. Any delay will be excused only if (1) such delay is due to strike, fire, windstorm, riot, act of God, act of the public enemy, or other unforeseeable cause beyond the control and without the fault or negligence of Seller and if (2) Seller shall have notified Buyer in writing of the existence of such cause within five (5) days after

the Commencement of the delay, giving all pertinent information concerning such cause.

**11. Termination.** (a) Buyer shall have the right to terminate this order in whole or in part by written or telegraphic notice whenever it deems such action to be in its best interests, in the event of any termination other than a cancellation for default of Seller, then (1) in the case of completed materials/data Buyer may, at its option, either require delivery of all or part of the completed materials/data and make payment therefor at the contract price or (without taking delivery thereof) pay Seller the excess, if any, of the contract price over the market price at the time of termination; and (2) in the case of raw or semi-processed materials, Buyers may, at its option, either require Seller to complete and deliver all or part of such reports/materials/data at the contract price, or (without taking delivery thereof) pay Seller with respect to such incomplete materials/data which are properly allocable to this order or contract a proportion of the contract price based on the stage of completion of such materials/data and reduced by the value of such materials at such stage of completion. (b) The preceding paragraph (a) shall not limit any legal rights of Buyer to cancel this order by reason of any default by seller, and Buyer further reserves the right to cancel this order without further liability for articles not accepted by Buyer in the event Seller commits an act of bankruptcy, files or has filed against the petition under the Croatian Bankruptcy Laws, suffers any receivership or other similar petition to be filed for or against it, or makes a general assignment for the benefit of its creditors.

**12. Warranty.** Seller expressly warrants that the products or services to be delivered or performed hereunder will comply with the descriptions set forth or incorporated by reference herein, will be free of patent and copyright infringements, will be of professional quality, and will be fit for such purposes as expressed in, or reasonably inferable from, the specifications, drawings, or other descriptions which are a part of this order.

**13. Liens.** Seller shall deliver/provide the products/services that are the subject-matter of this order to Buyer free and clear of all liens, claims, and encumbrances.

**14. Property.** (a) Seller shall have the right to use all Buyer furnished property/data without payment of rent in the performance of this order or of other work for Buyer but shall not, without Buyer or its assignee's written consent, use the same in any other work. (b) Title to all furnished property shall at all times be and remain in Buyer or its assignee, whether or not such property is attached to any real estate or other thing. Seller shall not purchase any materials, equipment or supplies of any kind at the expense of NCSC without the advance written consent of the NCSC Contract Executive. Any such authorized purchases shall be titled to NCSC or its assignees. Buyer shall have the right, at such reasonable times as it may choose, to enter Seller's premises and inspect any and all such property. Should Seller fail to perform the duties imposed upon it by this section (b) or should Buyer or its assignees at any time have reason to believe that its title to, or right to the possession of, any furnished property is threatened, both parties shall have the right, in addition to any other remedies provided by law, to enter upon Seller's premises and remove any or all such property, with or without the decree of any court. Upon completion, termination, or cancellation of this order, Seller shall, on the request of each party, properly pack any or all such property and ship the same, free on board (F.O.B.) Seller's plant, to such destination as may be designated by the party. (c) Seller shall, at its own expense, perform all maintenance work, repairs, and replacements, which may be necessary with respect to any furnished property and shall not dispose of such items without approval of the NCSC Contract Executive. Any proceeds from such authorized disposition shall go to NCSC.

**15. Foreign Taxes, Duties & Payments.** Seller shall be responsible for any and all domestic (Seller's Country) taxes, levies, duties, fees and other costs of Seller's doing business as may be associated with their providing of the materials/services required hereunder. Seller agrees to save, defend and hold NCSC harmless against any and all claims, legal actions & charges arising from their providing the required materials/services to NCSC.

**16. Insurance & Work on NCSC or NCSC Client Premises.** When Seller performs work on Buyer's premises or Buyer's Client's premises during the performance of this order, the Seller shall maintain General Liability Insurance and such other insurance as may be required by Buyer's Client. Seller shall, in any event, be liable for all damages & claims arising against Buyer (NCSC) for which the Seller is responsible.

**17. General.** This order shall be governed by, and construed according to, the laws of the Commonwealth of Virginia, United States of America. Unless the contrary is specifically stated, all rights and remedies provided herein shall be in addition to, and not in place of, those provided by applicable law. The titles of the articles set forth above are for convenience only and shall not be applied to limit or restrict the meanings of the same.

**18. Contingencies.** In the event that, due to causes beyond the control and without the fault or negligence of the Seller, the Seller is unable to complete this order within the allotted time frame, its failure to perform will not constitute a default in performance, and the Buyer may, but is not obligated to, grant the Seller extensions of time to facilitate contract completion.

**19. Authority.** Wherever the word "Buyer" appears in these Terms and Conditions with respect to authorization for such items as (1) assignment; (2) subcontracting (3) substitutions; (4) extras (5) changes (6) termination; and (7) cancellation, the word is deemed to mean, and only mean, the NCSC Contract Executive or such other NCSC staff member designated in writing by the NCSC Contract Executive. No other person or department of Buyer is so authorized to act. Claims by Seller for adjustments, increases, and increments to price or for added costs resulting from the foregoing items will not be allowed unless the said authorization shall have been duly granted in writing prior to implementation by Buyer's Contracts/Purchasing Staff.

**20. Invoicing.** Invoices shall itemize the materials/services delivered, the date(s) the required items were shipped or delivered, and any authorized & reimbursable material, travel, or ancillary charges. Each invoice statement must include the following certification:

"I certify that to the best of my knowledge, the amount(s) invoiced are both allowable and allocable to this purchase order alone, have been paid, and have been properly incurred in the performance of the work required herein."